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Attorneys for the Debtors

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:	
In re	:	Chapter 11
	:	
EZRA HOLDINGS, LTD., <i>et al.</i> , ¹	:	Case No. 17 - 17-22405 (RDD)
	:	
Debtors.	:	Jointly Administered
-----X		

**SUPPLEMENTAL DECLARATION AND DISCLOSURE STATEMENT ON BEHALF
OF FOXWOOD LLC PURSUANT TO 11 U.S.C. §§ 327,
329, AND 504 AND FED. R. BANKR. P. 2014(a) AND 2016(b)**

Goh Keng Haw makes this declaration under 28 U.S.C. § 1746:

1. I am the managing director of the law firm of Foxwood LLC (“Foxwood”), which maintains offices for the practice of law 302 Jalan Besar, B1-01 Singapore 208963.

¹ The Debtors in these chapter 11 cases, along with the last five characters of each Debtor’s registration identification number, include: Ezra Holdings Limited (1411N); Ezra Marine Services Pte. Ltd. (7685G); and EMAS IT Solutions Pte. Ltd (5414W). The location of Debtor Ezra Holdings Ltd.’s U.S. office is: 75 South Broadway, Fourth Floor, Office Number 489, White Plains, NY 10601.

2. I submit this Supplemental Declaration in connection with the application submitted on the date hereof (the “Application”) by Ezra Holdings Limited, EMAS IT Solutions Pte. Ltd., and Ezra Marine Services Pte. Ltd., as debtors and debtors-in-possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), for authority to employ and retain Foxwood as their special transactional counsel in the Chapter 11 Cases, on the terms set forth in the Application, in compliance with sections 329 and 504 of title 11 of the United States Code (the “Bankruptcy Code”), and to provide the disclosure required under Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). Unless otherwise stated in this Supplemental Declaration, I have personal knowledge of the facts set forth herein. To the extent any information disclosed herein requires amendment or modification upon Foxwood’s completion of further review, or as additional parties-in-interest information becomes available to it, a further supplemental declaration will be submitted to the Court reflecting such amended or modified information.

3. Neither I, nor, to the best of my knowledge, Foxwood or any attorney associated with Foxwood represents any entity other than the Debtors in connection with the Chapter 11 Cases. In addition, except as set forth herein, to the best of my knowledge, after due inquiry, neither I, Foxwood, nor anyone associated with Foxwood represents any party in interest in the Chapter 11 Cases in matters related to the Chapter 11 Cases.

Foxwood Disclosure Procedures and Disinterestedness

4. Foxwood is a law firm specializing in corporate matters such as mergers & acquisitions and capital market transactions.

5. To determine its relationship with parties-in-interest in the Chapter 11 Cases, Foxwood researched its records to determine whether it has any relationships with the entities on the “Conflicts Search List” attached hereto as Schedule 1 and incorporated therein. The entities

set forth on Schedule 1 are comprised of creditors of the Debtors and other parties-in-interest in the Chapter 11 Cases (collectively, the “Potential Parties-in-Interest”). All of the Potential Parties-in-Interest were searched through Foxwood’s records to determine whether Foxwood has any relationship therewith. Foxwood will continue to supplement this declaration as appropriate upon completion of any additional searches and as additional creditors, equity holders or parties-in-interest are identified in these cases.

6. Insofar as I have been able to ascertain through diligent inquiry, Foxwood has no connection with the Debtors, their creditors, any other party-in-interest, their current respective attorneys or professionals, the Bankruptcy Judge presiding over these cases, the United States Trustee or any person employed by the office of the United States Trustee, and does not hold or represent any entity having an adverse interest to the Debtors or the Debtors’ unsecured creditors in connection with the Debtors’ bankruptcy cases.

7. To the best of my knowledge, Foxwood does not hold or represent an interest that is adverse to the Debtors’ estates and that Foxwood is a disinterested person as such term is defined in section 101(14) of the Bankruptcy Code, as set forth below.

8. From 2 June 2014 to 31 July 2017, I was employed by the Debtors. I served as Legal Counsel until my departure from the Debtors’ employ.

9. Neither I, Foxwood nor any employee of Foxwood is a creditor of the Debtors.

10. Based on the foregoing, insofar as I have been able to ascertain after diligent inquiry, I believe Foxwood does not hold or represent an interest adverse to the Debtors’ estates in the matters upon which Foxwood is to be retained.

Compensation

11. Subject to the Court’s approval and pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other rules or procedures

which this Court may fix, Foxwood has agreed to compensation for this representation in a total amount not to exceed \$300,000, based on the achievement of certain milestones in connection with the transaction. Specifically, the Debtors propose to compensate Foxwood as follows:

Milestone	Compensation Amount
Review and negotiate draft term sheet with investor	\$30,000
Upon signing of term sheet with investor	\$60,000
Upon completion of shareholders' meeting to be held in Singapore in relation to a chapter 11 plan	\$90,000
Upon signing of definitive agreements in relation to a "reverse take-over" or "very substantial acquisition"	\$60,000
Upon completion of the proposed "reverse take-over" or "very substantial acquisition"	\$60,000

The Debtors propose to compensate Foxwood after completion of each milestone. If Foxwood completes a milestone prior to confirmation of a chapter 11 plan, Foxwood will file a fee application for allowance and approval of the applicable fees. If such milestone occurs post-confirmation, authorization to pay Foxwood will be set forth in the plan confirmation order.

12. Notwithstanding the fixed fee, milestone-based compensation structure set forth herein, Foxwood will maintain time records and bill in 1/10 of an hour increments

13. Foxwood will not prepare court filings or other restructuring documents, and will not duplicate efforts performed by the Debtors' general bankruptcy counsel, Saul Ewing Arnstein & Lehr, nor its Singapore restructuring attorneys, Drew & Napier LLC.

14. No promises have been received by Foxwood or any of its attorneys as to payment or compensation in connection with these Chapter 11 Cases other than in accordance

with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules, and the Fee Guidelines.

15. The Application requests approval of Foxwood's retention on terms and conditions consistent with what Foxwood would charge non-chapter 11 debtors for similar services. Subject to these terms and conditions, Foxwood intends to apply for allowance of compensation for professional services rendered in the Chapter 11 Cases in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Fee Guidelines, and any Orders.

16. Foxwood did not receive any payments from the Debtors prior to the Petition date. Foxwood does not hold an advance payment retainer.

Coordination with Other Professionals for the Debtors

17. Foxwood understands this Court previously approved the Debtors' retentions of Saul Ewing Arnstein & Lehr LLP as general bankruptcy counsel, Drew & Napier LLC as Singapore counsel, and PricewaterhouseCoopers Advisory Services Ptd Ltd, as its financial advisors. Foxwood, in conjunction with the Debtors' management, intends to carefully monitor and coordinate the efforts of all professionals retained by the Debtors in the Chapter 11 Cases and will delineate their respective duties so as to prevent duplication of services whenever possible.

Attorney Statement Pursuant to Fee Guideline

18. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the Fee Guidelines.

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: No.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

Question: If you represented the client in the 12 months pre-petition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months pre-petition. If your billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference.

Response: Foxwood did not represent the Debtors prior to the Petition Date.

Question: Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Response: Foxwood's budget for this matter is comprised of the fixed fee, milestone-based compensation structure as set forth in the Application and paragraph 11 herein. The client approved this budget.

19. The foregoing constitutes the statement of Foxwood pursuant to sections 327(e), 329, and 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016(b).

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Dated: January 6, 2018

By: /s/ Goh Keng Haw
Goh Keng Haw

SCHEDULE 1 TO FOXWOOD SUPPLEMENTAL DECLARATION

POTENTIAL PARTIES-IN-INTEREST

Potential Parties-in-Interest

Debtors:

Ezra Holdings Limited
EMAS IT Solutions Pte Ltd.
Ezra Marine Services Pte. Ltd.

Creditors/Parties-in-Interest:

DBS Bank Limited
Oversea-Chinese Banking Corporation Limited
HSBC Institutional Trust Services (Singapore)
Svenska Handelsbanken
RHB Bank Berhad
United Overseas Bank Limited
Akastor AS
J.P. Morgan (S.E.A.) Limited
Expand Construction Pte Ltd.
Wisteria Hotel Management Pte Ltd.
Baker & McKenzie Wong & Leow
Rockstar Atelier Pte Ltd.
Freshfields Bruckhaus Deringer
The Hong Kong and Shanghai Banking Corporation Limited
Rahmat Lim & Partners
CTBC Bank Co., Ltd.
Australia and New Zealand Banking Group Limited
Citibank N.A. Singapore Branch
Huisman Equipment B.V.
Marine Engineering Systems (Asia Pacific)
MacGregor Norway AS
Lee & Lee
Wilsin Office Furniture (S) Pte Ltd.
Rentokil Initial Singapore Pte Ltd.
Ademco (Far East) Pte Ltd.
Aces Scale Models Pte Ltd.
Amnet Technology Pte Ltd

HP Financial Services (S) Pte Ltd
Netrust Pte Ltd
Dell Global B.V. (Singapore Branch)
NCS Pte Ltd
Orange Business Services Singapore Pte Ltd
AvePoint Singapore Pte Ltd
IP-FM Pte Ltd
Secudos (Far East) Pte Ltd
SMS Management & Technology Singapore Pte Ltd
Ernst & Young Solutions LLP
Automatic Data Processing Limited
Lee Kian Soo
Lee Chye Tek Lionel
Eng Heng Nee Philip
Jit Sun Investments Pte Ltd
Credit Suisse Group AG
VT Halter Marine, Inc.
Gulen Base AS
Aker Solutions AS (n/k/a Akastor AS)
Aker Oilfield Services AS (n/k/a AKOFS Offshore AS)
Forland Subsea AS
Hai Jiang 1401 Pte Ltd.
Standard Chartered Bank
Serimax North America, LLC
Telemark Limited
Triyards Holdings Limited
Necotrans Singapore Pte. Ltd.
Bibby Offshore
Ocean Yield Asa
Fodemas Pte Ltd
Future Trillion Enterprises Limited
Gallatin Marine Management, Llc
Genesis Offshore Sdn Bhd
Gulfstream Management Limited
Hcm Logistics Limited

Intan Offshore Sdn Bhd
Intrepid Global Pte Ltd
Lewek Alphard Shipping Pte Ltd
Lewek Altair Shipping Private Limited
Lewek Antares Shipping Pte Ltd
Lewek Aries Pte Ltd
Lewek Canopus Shipping Pte Ltd
Lewek Castor Shipping Pte Ltd
Lewek Champion Shipping Pte Ltd
Lewek Chancellor Shipping Pte Ltd
Lewek Conqueror (Bvi) Ltd
Lewek Constellation As
Lewek Constellation Pte Ltd
Lewek Crusader Shipping Pte Ltd
Lewek Everbright Shipping Pte Ltd
Lewek Everglory Shipping Pte Ltd

Lewek Falcon Shipping Pte Ltd
Lewek Hercules Pte Ltd
Lewek Lb1 Shipping Pte Ltd
Lewek Ruby Shipping Pte Ltd.
Lewek Sapphire Shipping Pte Ltd
Lewek Shipping Pte Ltd
Lewek Victory Shipping Pte Ltd
Lmc (Asia Pacific) Pte Ltd
London Floating Production Limited
Triyards Properties Llc
Triyards Strategic Investments Pte.Ltd
Triyards Strategic Marine Australia Pty Ltd
Triyards Strategic Vietnam Pte.Ltd
Triyards Uk Limited
Triyards Vietnam Limited
Tunis Oil Limited
Tunis Oil Pte. Ltd.
Victoria Production Services Sdn Bhd
Advanced Mooring Systems Pte Ltd
Amsa Offshore Pte Ltd
Aries Warrior As
Aries Warrior Dis
Asian Drilling Services Pte Ltd
Bayu Emas Maritime Sdn Bhd
Bayu Intan Offshore Sdn Bhd
Dp Polar Pte Ltd
Emas Energy Services (Thailand) Limited
Emas Energy Services Pte Ltd
Emas Ghana Pte Ltd

Emas Holdings Pte Ltd
Emas It Solutions Pte Ltd
Emas Marine Base Holdings Co., Llc
Emas Marine Base Llc
Emas Offshore (Labuan) Bhd
Emas Offshore (M) Sdn Bhd
Emas Offshore (Thailand) Ltd
Emas Offshore Angola Pte Ltd
Emas Offshore Construction & Production
Pte Ltd
Emas Offshore Limited (F.K.A. Eoc Ltd)
Emas Offshore Production Services
(Vietnam) Pte Ltd
Emas Offshore Pte Ltd
Emas Offshore Services (Aust) Pty Ltd
Emas Offshore Services (B) Sdn Bhd
Emas Offshore Services (M) Sdn Bhd
Emas Offshore Services (Philippines) Inc
Emas Offshore Services Nigeria Limited
Emas Offshore Services Pte Ltd
Emas Risk Services Pte Ltd
Emas Rov Pte Ltd
Emas Saudi Arabia Ltd
Emas Subsea Services Llc
Emas Subsea Services Pte Ltd
Emas Subsea Services Uk Limited (F.K.A.
Emas Offshore Limited)
Emas Victoria (L) Bhd
Emas-Amc (Thailand) Co., Ltd.
Emas-Amc As
Emas-Amc Holdings Pte Ltd
Emas-Amc Inc
Emas-Amc Pte Ltd
Emas-Amc Pty Ltd
Emas-Amc Services B.V.
Eminent Offshore Logistics Pte Ltd
Ezca Offshore, Lda
Ezra Energy Services Pte Ltd
Ezra Marine Services Pte Ltd
Flyinn Travel Pte Ltd (Fka Lewek Scarlet
Shipping Pte Ltd)
Fode & Emas Joint Venture Company Ltd
Fodemas Limited
London Marine Consultants Limited
London Marine Group Limited
Loyz Nz Ventures Limited

Nav Equipment Limited
New Strong Group Limited
Perisai Petroleum Teknologi Bhd
Pv Keez Pte Ltd
Pv Trans Emas Co Ltd
Saigon Offshore Fabrication And
Engineering Limited
Saigon Shipyard Company Limited
Sarah Gold Shipping Pte Ltd
Se Mariam Sdn Bhd
Sjr Marine (L) Ltd
Sri Emas Limited
Strategic Marine (S) Pte. Ltd.
Strategic Marine (V) Company Limited.
Triyards Houston Holdings, Llc
Triyards Houston, Llc
Triyards Ip Pte Ltd
Triyards Llc
Triyards Marine Services Pte Ltd
Koh Poh Tiong
Lee Kian Soo
Eng Heng Nee Philip
Ngo Get Ping
Soon Hong Teck
Ho Geok Choo Madeleine
Tan Cher Liang

Serene Nakano
Andrea B. Schwartz
Paul K. Schwartzberg
Shannon Scott
Andy Velez-Rivera
Greg M. Zipes

**United States Bankruptcy Judges for the
Southern District of New York**

Hon. Cecelia G. Morris
Hon. James L. Garrity
Hon. Martin Glenn
Hon. Mary Kay Vyskocil
Hon. Michael E. Wiles
Hon. Robert D. Drain
Hon. Robert E. Grossman
Hon. Sean H. Lane
Hon. Shelley C. Chapman
Hon. Stuart M. Bernstein

U.S. Trustee Office

William K. Harrington
Linda A. Riffkin
Susan Golden
Brian S. Masumoto
Richard C. Morrissey

SCHEDULE 2 TO FOXWOOD SUPPLEMENTAL DECLARATION

DISCLOSURES

Potential Party-in-Interest	Relationship to Foxwood
None	